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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IT IS HEREBY STIPULATED by and between Plaintiff GEORGE PICHON (“Plaintiff”), and Defendants WELLS FARGO HOME MORTGAGE and WELLS FARGO FINANCIAL CARDS (collectively, the “Parties”), by and through their counsel of record, as follows:

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research,

1 development, technology or other proprietary information belonging to the defendants and/or
2 personal income, credit and other confidential information of Plaintiff.

3 THEREFORE, an Order of this Court protecting such confidential information shall be and
4 hereby is made by this Court on the following terms:

5 1. This Order shall govern the use, handling and disclosure of all documents,
6 testimony or information produced or given in this action which are designated to be subject to
7 this Order in accordance with the terms hereof.

8 2. Any party or non-party producing or filing documents or other materials in this
9 action may designate such materials and the information contained therein subject to this Order by
10 typing or stamping on the front of the document, or on the portion(s) of the document for which
11 confidential treatment is designated, "Confidential."

12 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers
13 to be filed with the Court incorporate documents or information subject to this Order, the party
14 filing such papers shall designate such materials, or portions thereof, as "Confidential," and shall
15 file them with the clerk under seal; provided, however, that a copy of such filing having the
16 confidential information deleted therefrom may be made part of the public record. Any party filing
17 any document under seal must comply with the requirements of Local Rules.

18 4. All documents, transcripts, or other materials subject to this Order, and all
19 information derived therefrom (including, but not limited to, all testimony, deposition, or
20 otherwise, that refers, reflects or otherwise discusses any information designated Confidential
21 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and WELLS
22 FARGO HOME MORTGAGE and WELLS FARGO FINANCIAL CARDS; for any business,
23 commercial or competitive purposes or for any purpose whatsoever other than solely for the
24 preparation and trial of this action in accordance with the provisions of this Order. Any party
25 challenging a designation of confidentiality shall have the burden of proof to establish that the
26 information or document is not entitled to such protection.

27 5. Except with the prior written consent of the individual or entity designating a
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1 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any
2 document, transcript or pleading given “Confidential” treatment under this Order, and any
3 information contained in, or derived from any such materials (including but not limited to, all
4 deposition testimony that refers, reflects or otherwise discusses any information designated
5 confidential hereunder) may not be disclosed other than in accordance with this Order and may
6 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;
7 (c) counsel for the parties, whether retained counsel or in-house counsel and employees of counsel
8 assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a
9 proffer to the Court or a stipulation of the parties that such witnesses need to know such
10 information; (e) present or former employees of the producing party in connection with their
11 depositions in this action (provided that no former employees shall be shown documents prepared
12 after the date of his or her departure; and (f) experts specifically retained as consultants or expert
13 witnesses in connection with this litigation.

14 6. Third parties who are the subject of discovery requests, subpoenas or depositions
15 in this case may take advantage of the provisions of this Protective Order by providing the parties
16 with written notice that they intend to comply with and be bound by the terms of this Protective
17 Order.

18 7. Documents produced pursuant to this Order shall not be made available to any
19 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to
20 be bound by its terms, and signed the attached Declaration of Compliance.

21 8. All persons receiving any or all documents produced pursuant to this Order shall
22 be advised of their confidential nature. All persons to whom confidential information and/or
23 documents are disclosed are hereby enjoined from disclosing same to any person except as
24 provided herein, and are further enjoined from using same except in the preparation for and trial
25 of the above-captioned action between the named parties thereto. No person receiving or
26 reviewing such confidential documents, information or transcript shall disseminate or disclose
27 them to any person other than those described above in Paragraph 5 and for the purposes specified,
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1 and in no event shall such person make any other use of such document or transcript.

2 9. Nothing in this Order shall prevent a party from using at trial any information or
3 materials designated "Confidential."

4 10. This Order has been agreed to by the parties to facilitate discovery and the
5 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
6 of any information, document, or the like as "Confidential," nor the failure to make such
7 designation, shall constitute evidence with respect to any issue in this action.

8 11. Within sixty (60) days after the final termination of this litigation, all documents,
9 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any
10 extracts, summaries or compilations taken therefrom, but excluding any materials which in the
11 good faith judgment of counsel are work product materials, shall be returned to the Producing
12 Party.

13 12. In the event that any party to this litigation disagrees at any point in these
14 proceedings with any designation made under this Protective Order, the parties shall first try to
15 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party
16 objecting to the designation may seek appropriate relief from this Court. The designating party
17 shall have the burden of proving that any document designated as CONFIDENTIAL is entitled to
18 such protection. (Doc. 25). During the pendency of any challenge to the designation of a document
19 or information, the designated document or information shall continue to be treated as
20 "Confidential" subject to the provisions of this Protective Order.

21 13. Nothing herein shall affect or restrict the rights of any party with respect to its own
22 documents or to the information obtained or developed independently of documents, transcripts
23 and materials afforded confidential treatment pursuant to this Order.

24 14. The Court retains the right to allow disclosure of any subject covered by this
25 stipulation or to modify this stipulation at any time in the interest of justice.

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1 **IT IS SO STIPULATED.**
2 Dated May 26, 2017.

3 /s/ Matthew I. Knepper, Esq.

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32 Attorneys for Defendant
33 *Wells Fargo Bank, N.A. (incorrectly named as*
34 *Wells Fargo Home Mortgage and Wells Fargo*
35 *Financial Cards)*

36 **ORDER**

37 **IT IS SO ORDERED.**

38 Dated: 5/30/2017

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41 UNITED STATES MAGISTRATE JUDGE